

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Kerrville Communications Corporation		02/14/2004	CORPORATION:
Valor Telecommunications, LLC		02/14/2004	Limited Liability Company:

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	100 North Tryon Street
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28255
Entity Type:	Nationally chartered banking institution:

PROPERTY NUMBERS Total: 22

Property Type	Number	Word Mark
Serial Number:	78376920	TOTALCHOICE PLAN
Serial Number:	78376925	TOTALCHOICE DSL PLAN
Serial Number:	78376929	TOTALCHOICE INTERNET PLAN
Serial Number:	78376924	TOTALCHOICE UNLIMITED PLAN
Serial Number:	78373004	VALUECHOICE PLAN
Serial Number:	78373007	VALUECHOICE DSL PLAN
Serial Number:	78373014	VALUECHOICE INTERNET PLAN
Serial Number:	78373005	VALUECHOICE UNLIMITED PLAN
Serial Number:	78377014	WHERE TO GO TO FIND IT ALL
Serial Number:	76615009	KTC PRIVACY CONTROLLER
Registration Number:	2734635	BRINGING COMMUNICATIONS TO YOUR NEIGHBORHOOD
Registration Number:	2888507	COMMITTED TO SERVING YOU
Registration Number:	2863125	LOOK UP PAGES

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Registration Number:	2607148	SERVING OKLAHOMA WITH PRIDE
Registration Number:	2607147	SERVING NEW MEXICO WITH PRIDE
Registration Number:	2607149	SERVING TEXAS WITH PRIDE
Registration Number:	2738006	SERVING TEXARKANA WITH PRIDE
Registration Number:	2569687	V VALOR TELECOM
Registration Number:	2569803	V VALOR BUSINESS SOLUTIONS
Registration Number:	2795388	VALORNET
Registration Number:	1790720	KTC KERRVILLE TELEPHONE COMPANY
Registration Number:	2898835	IT'S ALL ABOUT YOU

CORRESPONDENCE DATA

Fax Number: (804)698-2236

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 8047751194

Email: astinson@mcguirewoods.com

Correspondent Name: Anjanette Plichta Stinson

Address Line 1: One James Center, 901 East Cary Street

Address Line 4: Richmond, VIRGINIA 23219

NAME OF SUBMITTER:	Anjanette Plichta Stinson
Signature:	/Anjanette Plichta Stinson/
Date:	06/09/2005

Total Attachments: 5
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of February 14, 2004 (this "Agreement"), among each of the undersigned (each a "Grantor") and BANK OF AMERICA, N.A., as administrative agent and collateral agent (in such capacity, the "Administrative Agent") for the Secured Parties (such term and the other capitalized terms used in this Agreement without definition have the respective meanings assigned thereto in the Pledge and Security Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to a Pledge and Security Agreement dated as of February 14, 2004 (as such agreement may be amended, amended and restated, supplemented or otherwise modified from time to time, the "Pledge and Security Agreement"), among Valor Communications Group, Inc., a Delaware corporation ("Holdings"), each Subsidiary of Holdings a party thereto, and the Administrative Agent and in order to obtain the benefits referred to therein, each Grantor has granted to the Administrative Agent a security interest in substantially all of such Grantor's property, including, without limitation, the Collateral referred to in Section 1 below; and

WHEREAS, pursuant to the Pledge and Security Agreement, each Grantor has agreed to execute this Agreement in respect of its Collateral for recording with the U.S. Patent and Trademark Office and any other office in which a security interest in the Collateral may be recorded under the laws of any other applicable jurisdiction;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter set forth, each Grantor and the Administrative Agent agree as follows:

1. **Grant of Security.** Each Grantor hereby grants to the Administrative Agent for the ratable benefit of the Secured Parties a security interest in and to all of such Grantor's right, title and interest in and to the following (the "Collateral"):

(a) the United States and foreign trademark and service mark registrations, applications, and licenses set forth in Schedule A hereto opposite the name of such Grantor, as Schedule A may be supplemented from time to time by supplements to the Pledge and Security Agreement and this Agreement which may be executed and delivered by such Grantor to the Administrative Agent from time to time (the "Trademarks");

(b) any and all claims for damages for past, present and future infringement, misappropriation or breach with respect to the Trademarks, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(c) any and all Proceeds of the foregoing.

2. **Security for Obligations.** The pledge and collateral assignment of, and the grant of a security interest in, the Collateral by each Grantor under this Agreement secures the

Intellectual Property Security Agreement (Trademarks)

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payment of all Obligations (as defined in the Pledge and Security Agreement) of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

3. **Recordation.** Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

4. **Execution in Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

5. **Grants, Rights and Remedies.** This Agreement has been entered into in conjunction with the provisions of the Pledge and Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Administrative Agent with respect to the Collateral are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

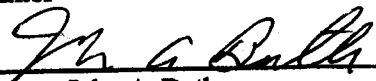
6. **Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature page follows.]


IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers as of the day and year first above written.

GRANTORS:

VALOR TELECOMMUNICATIONS, LLC,
as Grantor

By: 
Name: John A. Butler
Title: Treasurer

**KERRVILLE COMMUNICATIONS
CORPORATION, as Grantor**

By: 
Name: John A. Butler
Title: Treasurer

Intellectual Property Security Agreement (Trademarks)

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ADMINISTRATIVE AGENT:

**BANK OF AMERICA, N.A.,
as Administrative Agent**

By: Maurice E. Washington
Name: Maurice E. Washington
Title: Assistant Vice-President

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Schedule A
to Intellectual Property Security Agreement

U.S. Trademark Registrations

<u>Subject Grantor</u>	<u>Mark</u>	<u>Reg. Date</u>	<u>U.S. Trademark Reg. No.</u>
Valor Telecommunications, LLC	BRINGING COMMUNICATIONS TO YOUR NEIGHBORHOOD	July 8, 2003	2,734,635
	COMMITTED TO SERVING YOU	September 28, 2004	2,888,507
	LOOK UP PAGES	July 13, 2004	2,863,125
	SERVING OKLAHOMA WITH PRIDE	Aug. 13, 2002	2,607,148
	SERVING NEW MEXICO WITH PRIDE	Aug. 13, 2002	2,607,147
	SERVING TEXAS WITH PRIDE	Aug. 13, 2002	2,607,149
	SERVING TEXARKANA WITH PRIDE	July 15, 2003	2,738,006
	V VALOR TELCOM & Design	May 14, 2002	2,569,687
	V VALOR BUSINESS SOLUTIONS & Design	May 14, 2002	2,569,803
	VALORNET	December 16, 2003	2,795,388
Kerrville Communications Corporation	KTC KERRVILLE TELEPHONE COMPANY & Design	Aug. 31, 1993 Submitted for renewal May 2003	1,790,720

U.S. Trademark Applications

<u>Subject Grantor</u>	<u>Mark</u>	<u>Filing Date</u>	<u>U.S. Trademark App. No.</u>
Valor Telecommunications, LLC	IT'S ALL ABOUT YOU	May 12, 2003	76/513,562
	TOTALCHOICE PLAN	March 2, 2004	78/376,920
	TOTALCHOICE DSL PLAN	March 2, 2004	78/376,925
	TOTALCHOICE INTERNET PLAN	March 2, 2004	78/376,929
	TOTALCHOICE UNLIMITED PLAN	March 2, 2004	78/376,924
	VALUECHOICE PLAN	February 24, 2004	78/373,004
	VALUECHOICE DSL PLAN	February 24, 2004	78/373,007
	VALUECHOICE INTERNET PLAN	February 24, 2004	78/373,014
	VALUECHOICE UNLIMITED PLAN	February 24, 2004	78/373,005
	WHERE TO GO TO FIND IT ALL	October 15, 2004	78/377,014
	KTC PRIVACY CONTROLLER	October 7, 2004	76/615,009

Intellectual Property Security Agreement (Trademarks)

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